

DEPARTMENT OF TRANSPORTATION

ESC/OE MS #43
1727 30TH Street, 2ND Floor
Sacramento, CA 95816



June 23, 2000

04-Ala-80-0.0/0.5
04-012084

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN OAKLAND AT 2.9 km WEST OF SAN FRANCISCO-OAKLAND TOLL PLAZA.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on June 27, 2000.

This addendum is being issued to revise the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 5-1.215, "RELATIONS WITH THE REGIONAL WATER QUALITY CONTROL BOARD," is added as attached.

In the Special Provisions, Section 5-1.21, "RELATIONS WITH THE U.S. COAST GUARD," under the subsection "NAVIGATIONAL REQUIREMENTS," the seventh paragraph (All floating equipment and anchors must be marked in accordance with USCG Regulation CG-169) is deleted.

In the Special Provisions, Section 10-1.07, "NON-STORM WATER DISCHARGES," the following subsection "STOCKPILE DEWATER," is deleted.

In the Special Provisions, Section 10-1.08, "WATER POLLUTION CONTROL," is revised as attached.

In the Special Provisions, Section 10-1.14, "SOUND-ATTENUATING SYSTEMS," subsection "FLOATING BARRIER WITH AN AERATING MECHANISM," the fifth paragraph is revised as follows:

"Gunderboom, Inc., the manufacturer and supplier of Boom-Boom, is the only manufacturer of the specified floating barrier with aerating mechanism that is known to the State. Boom-Boom, or equal, shall be designated and modified as specified herein with a contained aerating mechanism to develop sound-attenuating properties. Arrangements have been made to insure that any successful bidder can obtain the Boom-Boom system from the following source:

H.B. Dreyer, President, Gunderboom, Inc., P.O. Box 222094, Anchorage, Alaska 99522-2094, Fax: (907) 344-5172, Email: gboom@micronet.net, Webpage: www.gunderboom.com."

In the Special Provisions, Section 10-1.15, "MARINE MAMMAL MONITORING," the second sentence of the sixth paragraph is revised as follows:

"Thereafter, the Contractor shall measure sound pressure levels generated by pile driving and shall adjust the safety zone radius to include all areas where the underwater sound pressure levels equal or exceed 190 dB re 1 μ Pa."

04-Ala-80-0.0/0.5
04-012084

In the Special Provisions, Section 10-1.15, "MARINE MAMMAL MONITORING," under subsection "DATA COLLECTION," the second paragraph is revised as follows:

"Disturbance from any source shall also be noted, as well as any behavioral responses to such disturbances. Disturbance is defined as any acoustic or visual stimulus or combination of acoustic and visual stimuli that could elicit a marine mammal response. Disturbance can include sound from a boat passing by or an aircraft flying overhead. The source of the disturbance shall be described as well as the distance of the source to the monitoring site. Daily Reports shall also include time of piledriving commencement and cessation, general project activity, location and estimated noise levels. The Daily Report shall include all data recorded, an estimate of the species, and estimate of the number of marine mammals that may have been harassed as a result of the pile installation activities. Data shall be recorded on all environmental conditions that may affect marine mammal sightings and visibility such as fog, glare, tide levels, wind direction, and speed and swell and/or chop direction and height. Data gathered at Yerba Buena Island shall also include total counts of all Pacific Harbor Seals, California Sea Lions, and other marine mammals present at the haul-out site, once every 30 minutes, and more detailed demographic and behavioral data, when possible, such as the number of adults, sub-adults and pups, number of individuals with red pelage, number of molting seals and number of females and males."

In the Special Provisions, Section 10-1.15, "MARINE MAMMAL MONITORING," under subsection "SUBMITTALS," the last sentence of the first paragraph is revised as follows:

"Within 15 working days of receipt of these resumes, the Engineer will review and approve, and obtain the approval of the NMFS of observers and person in direct responsible charge."

To Proposal and Contract book holders:

INDICATE RECEIPT OF THIS ADDENDUM BY FILLING IN THE NUMBER OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE SIGNATURE PAGE OF THE PROPOSAL.

SUBMIT BIDS IN THE PROPOSAL AND CONTRACT BOOK YOU NOW POSSESS. HOLDERS WHO HAVE ALREADY MAILED THEIR BOOK WILL BE CONTACTED TO ARRANGE FOR THE RETURN OF THEIR BOOK.

INFORM SUBCONTRACTORS AND SUPPLIERS AS NECESSARY.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

NICK YAMBAO, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachments

RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of this project is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Order No. 99-08-DWQ and Order No. 99-06-DWQ have been issued covering work to be performed under this contract. In addition, the Regional Water Quality Control Board has issued a Waiver of Waste Discharge Requirements for this project. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order and waiver are available for inspection at the office of the Toll Bridge Program Duty Senior at 111 Grand Avenue, Oakland, California 94612, email duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook are also available for review at 111 Grand Avenue, Oakland, California 94601. Please call the Toll Bridge Duty Senior, telephone number (510) 286-5549, email duty_senior_tollbridge_district04@dot.ca.gov, to reserve a copy of the documents at least 24 hours in advance.

The Contractor shall know and fully comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 14 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following category:

- A. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for the above category. The special minimum requirements listed below supersede the minimum requirements listed in the Handbook for the same category. The Contractor shall incorporate into the WPCP, and implement on the project, the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook. The following special minimum requirements are established:

Category	Minimum Requirement(s)
Non-Storm Water and Waste Management Controls	CD7(2) Dewatering, CD10(2) Material Delivery and Storage, CD11(2) Material Use, CD12(2) Spill Prevention and Control, CD13(2) Solid Waste Management, CD14(2) Hazardous Waste Management, CD17(2) Sanitary / Septic Waste Management, CD18(2) Vehicle and Equipment Cleaning, CD19(2) Vehicle and Equipment Fueling, CD20(2) Vehicle and Equipment Maintenance, CD22(2) Scheduling, CD44(2) Illicit Discharge / Illegal Dumping Reporting, CD46(2) Liquid Waste Management

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

- A. Project description and Contractor's certification;
B. Project information;
C. Pollution sources, control measures, and water pollution control drawings; and
D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

WPCP IMPLEMENTATION

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for nonstorm water management, and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After precipitation which causes runoff;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retention provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained and water pollution is adequately controlled, as determined by the Engineer.